INTRODUCTION

The University of Massachusetts Lowell, a major public higher educational institution located in the historic industrial City of Lowell and is part of the University of Massachusetts System. The campus is situated just 25 miles northwest of Boston and spans more than 125 acres along the Merrimack River. The goal of the campus is to become an industry leader in higher education and innovative research. Over the past few years we have put together an aggressive growth plan which includes right-sizing existing space and adding new square footage through acquisitions and new construction. Over the past 5 years our enrollment has grown by 37% and we anticipate this trend to continue. In turn we have added new faculty and staff to meet the demands of this growth.

More information on the Lowell campus can be found at www.uml.edu.

The University is soliciting Bids for Moving Services to assist with moving of our Data Center from Olsen Hall 198 Riverside Street in Lowell, MA 01854 to its new location at 333 South Street, Shrewsbury, MA 01545.

INSTRUCTIONS TO BIDDERS

Bids will be received, via e-mail to purchasing@uml.edu by 2:00PM (EST) on Thursday May 18, 2017. Any bid received after 2:00 PM, will be rejected. Bidders must reference Bid# CL17-GN-0068.

The University reserves the right to award this proposal to the vendor who the University deems to provide the best value and service to meet the requirements listed in this RFP.

BID SCHEDULE

- Request for Proposal Issued: May 15, 2017
- Bidders Site Visit: May 18, 2017 at 3:00 pm EST
- Bidders Questions Due: May 19, 2017 by 5:00 pm EST
- Responses to Bidders Questions: May 22, 2017 by 5:00 pm EST
- Bids Due: May 25, 2017 by 2:00 pm EST
Scope

- Services to be executed on June 30, 2017 and July 1, 2017. This time frame is fixed and non-negotiable. There are many variables and impacts to this relocation and to minimize these impacts, the following schedule must be strictly adhered to.

Friday June 30, 2017

7:00 am – 11:30 am  Un-rack Equipment in Olsen Hall (Lowell, MA)
11:30 am – 1:00 pm  Load, Truck 1 (Production)
1:00 pm – 2:30 pm  Drive to Shrewsbury, Truck 1
2:30 pm – 8:00 pm  Unload and Rack Production Equipment (Shrewsbury, MA)

Saturday July 1, 2017

12 noon – 1:30 pm  Load, Truck 2 (Backups)
1:30 pm – 3:00 pm  Drive to Shrewsbury, Truck 1
3:00 pm – 8:00 pm  Unload and Rack Backup Equipment (Shrewsbury, MA)

- The list of equipment being moved to Shrewsbury is defined in the chart below – note that the C7000s each have 16 blades in them. Pictures of the current rack configuration in Lowell and the required rack configuration in Shrewsbury are also attached and included as part of the RFP.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Quantity</th>
<th>Warranty</th>
<th>Truck Number</th>
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<tr>
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<tr>
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<td>Nexsan</td>
<td>Satabeast</td>
<td>1</td>
<td>Next Business Day</td>
<td>2</td>
</tr>
</tbody>
</table>
- A Lift-gate truck is required.
- 98 Riverside St. Lowell (Olsen Hall) is approximately 100 feet from the Data Center door to truck loading area; there are 3 doorways to go through. There are small lips on each door which may require a ramp.
- Contractor to assist with un-racking and re-racking equipment, following the diagrams we have laid out.
- Contractor to un-cable systems in Olsen, but will NOT need help re-cabling in Shrewsbury.
- Contractor should provide server lifts to get equipment safely out of the racks in Olsen.
- Moving trucks must be adequate for moving servers – low vibration, good shocks, etc.

**Proposal Requirements**

**Proposal Format**
In order to promote consistent responses and facilitate the selection process, proposals must be organized to include the following sections and information:

1. A cover letter introducing the firm/individual and including the name, address and telephone number of corporate headquarters and the local office.

2. The name, telephone number and email address of the individual who will be the primary contact with the Authority.

3. A detailed index of the contents of the proposal.

4. Staffing capabilities of your firm (if applicable), including:
   a. Number of full-time professionals currently employed who will be assigned to the project.
   b. Credentials of personnel currently employed by the firm

5. A resume of the firm/individual’s experience in related projects, to include name, address, and telephone number of client references that may be contacted. Also include a summary outline of work performed for each reference and the names of the personnel that were responsible for on-site project management.

6. Samples of reports to be provided to the University

7. The proposal shall include the following:
   a. An hourly rate fee schedule for all personnel assigned to the project (Inclusive of all incidental office expenses)
b. Consultant will be reimbursed for pre-approved travel up to the pre-negotiated amount. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

**Response Preparation and Requirements**

Bids must be **signed, where instructed, in ink** and costs **typewritten** or in ink. Facsimile signatures are unacceptable. Bids which are priced or signed in pencil may be rejected as non-responsive. Bidders are cautioned that errors, alterations, or corrections on the submitted bid must be initialed by the person signing the bid proposal or his/her authorized designee. Failure to do so may result in rejection of the bid for those items erased, altered, or corrected and not initialed. **Telephone and or Fax bids will not be accepted.**

The following information and forms must be reviewed and submitted via email to purchasing@uml.edu as part of your proposal. Any exceptions to the bidding requirements should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

a. Completed proposal

b. Attachment A: Proposal Offer (Signature Required)

c. Attachment B: Company Information (Signature Required)

d. Attachment C: Certification of Non-Collusion (Signature Required).

e. Attachment D: Required Affidavit of State Tax Compliance (Signature Required).

f. Attachment E: University of Massachusetts Contract for Services

Printed Page size should be 8 1/2" x 11". Type size for text should be at least 10-points.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response is not desired. Unless specifically requested in this proposal, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired. Submissions will become part of the official records and cannot be returned.

**Proposer Representations**

Each proposer by making its proposal represents that:
a. The proposal document and requirements have been read and understood by the proposer.

b. The proposal is based upon the items described in the Request for Proposal documents and requirements without exceptions.

c. The proposal has been arrived at independently and is submitted without collusion.

d. The contents of the proposal have not been disclosed by the proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.

e. No attempt has been made or will be made to induce any other person or firm not to submit a proposal.

Proposal Conditions

Proposal must be signed by an official authorized to bind the vendor to its provisions.

This RFP document must be returned and signed as required in section 3.14 Proposer Representation.

Proposals must remain valid for at least 90 calendar days from the deadline for proposal submission.

Late proposals will not be considered. Proposals must be in the Purchasing Department before the date and time specified. Postmarks are not considered in determining late proposals. However, should a late proposal be the only response and if the proposal is also postmarked prior to the date and time of proposal opening, Purchasing may choose to make award to the proposer if it is determined that acceptance of the late proposal is in the best interest of the University of Massachusetts Lowell. When no proposals are received, in urgent circumstances the Purchasing Department may make an award based upon informed competition and without advertising.

Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification may be either in writing and signed by an authorized representative of the proposer, or made in person at the Purchasing Department provided in the latter case that the proposer or his authorized representative shows adequate identification. FAX withdrawals, but not modifications, will also be accepted, provided written confirmation by the proposer is mailed and postmarked on or before the date and time set for proposal opening.
**Bid Opening**

Please provide a concise proposal in electronic form, no later than **2:00 PM (EST)** on **Thursday, May 25, 2016** to purchasing@uml.edu.

Attn: Eleni Pigakis
Procurement Specialist
UMass Lowell

MARK SUBMITTAL: “RFP #CL17-GN-0068”

Bids will be accepted until **2:00 PM (EST)** on, **May 18, 2017**. **Bids will be opened at 2:00 PM (EST) on, May 18, 2017**. All bids will be opened publicly at the date and hour stated in the bid. Bidders are welcome to attend; bids will be opened at the Purchasing Department:

**Purchasing Department**
**Wannalancit Mills**
**600 Suffolk St – Suite 415**
**Lowell, MA 01854**

It is vital that bids be in the Purchasing Office by the due date and time.

The Purchasing Department is on the Fourth Floor of Wannalancit Mills. If you are hand delivering a bid, you must come to this address. Please allow a very generous amount of time to hand deliver a bid due to difficulty in locating parking place, traffic etc. The Purchasing department does not accept responsibility for any method of mailing or delivery of bids. It is the bidder’s responsibility to get bids to the Purchasing Office on time!

Late bids will not be considered, and will be placed, unopened, in the bid file.
We strongly encourage you to contact the Purchasing Office by telephone or e-mail prior to the bid opening to confirm that your bid has been received by the Purchasing Department.

The general Purchasing Office phone number is (978) 934-3500 or email address is Purchasing@uml.edu. All communication should reference RFB No - CL17-GN-0068.

**Questions/Contact Person**

All questions from prospective bidders concerning this RFB must be submitted in writing, by e-mail by **5:00 PM (EST)** on **May 19, 2017** to Eleni Pigakis at the same purchasing address referenced above or via email address Purchasing@uml.edu.

Inquiries received after the specified date and time will not be accepted. UMass Lowell will mail/email its response to all written questions to all bidders of record by **5 PM (EST)** on **May 22, 2017**. UMass Lowell will extend the due date by written addendum if such
information significantly amends this or makes compliance with the original proposed due date impractical.

Selection and Notice

Although the dollar amount is an important factor in this request; service, quality, and experience will also be considered.

Awards shall be to the bidder who the University, in its opinion, deems responsive and responsible taking into consideration the reliability of the bidder, the qualities of service and products to be supplied, and their conformity with the requirements and the purposes of which required. While considered, pricing will not be the main factor in selection.

Specifically, the following evaluation criteria will be used:

- Ability to meet the schedule
- Ability to Provide Requested Services
- Company Background and Experience
- Past Performances of Datacenter moves

The University of Massachusetts Lowell reserves the right to award in part or in whole to the best firm/individuals who in the opinion of the University provides the best value based on price and experience with similar assignments.

The University may cancel this proposal at any time under any condition.

The University will notify the selected vendor of its decision and will be prepared to enter into a standard University Contract for Services and/or issue a Purchase Order immediately upon selection and notification that the offer to engage is accepted by the vendor. The University may request clarification of any proposal by phone, e-mail, in writing or during an in-person presentation.

Liability Insurance

The Contractor shall purchase and maintain at its sole cost and expense throughout the terms of this Agreement adequate insurance coverage necessary for the performance of the work under the Contract. Such insurance should include but not be limited to the following types and amounts of coverage:

i. The following minimum insurance coverage is required.
• Commercial General Liability Insurance including products and completed operations liability, and contractual liability coverage specifically covering this Agreement, written on an occurrence form, with combined limits for bodily injury, personal injury, and property damage of at least two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) per aggregate. The policy shall include or must be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. The policy should provide coverage for assault and battery, abuse, and molestation

• Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars ($1,000,000) per accident. The policy must be endorsed to include the University as an additional insured.

• Workers’ Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence.

• Professional Liability insurance on a claims made basis, covering claims made during the policy period and reported within (7) years of the date of occurrence. Limits of liability must not be less than $2,000,000.

ii. All insurance maintained by the Contractor pursuant to this Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best’s Rating of not less than A- and be reasonably acceptable to the University.

iii. All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University’s own insurance shall be non-contributing. The Contractor shall provide the University, in the manner specified by the section entitled Notice in the Contract, written evidence of insurance from the insurer within ten (10) business days prior to the execution of the Contract and annually when the policy is renewed. The Contractor’s General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the University, its Trustees, Officers, servants, and employees as an additional insured. Additional insured status must be evidenced on the certificate of insurance.
iv. The Contractor agrees that within ten (10) days after Contractor’s receipt from the applicable insurers of notice of cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Contract’s minimum insurance requirements, said Contractor or its designee will send a copy of such notice to the University in the manner specified by the section entitled Notice in the Contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

v. Contractor shall cause its subcontractors to purchase, carry, and maintain all insurance coverage and coverage limits that Section requires Contractor to have.

vi. Contractor’s and/or Contractor’s subcontractor’s failure to provide or to continue in full force the insurance that this section requires shall be a material breach of this Agreement and may, at the sole determination of the University, result in termination of this Agreement for cause.

**Contract for Services**

The selected firm will be expected to enter into a standard University Contract for Services (see Attachment E: Contract for Services). Any exceptions to this document should be noted in the proposal. Such an exception may be grounds for rejection of the proposal, at the option of the University.

**Entire Agreement**

This proposal represents the entire agreement. Any terms on a vendor’s invoice are not a part of and are not merged into the agreement, unless mutually agreed upon by UMass Lowell and the vendor in writing. Any exceptions to the terms and conditions contained within this proposal must be so noted in writing within the vendor’s response. Any exceptions taken to the terms and conditions within this proposal may result in the classification of vendor’s response as non-responsive and no consideration for award will be given.

**Transfers and Subcontracting**

The Vendor may not subcontract, in whole or in part, any portion of this contract without the written consent of the University.
**Payment Terms**

All services should be billed in arrears. The University Payment Terms shall be Net 30 from the date UMass Lowell receives the invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days, in accordance with Mass. Gen. Laws ch.29, § 29C and with Commonwealth Regulation 815 C.M.R. 4.00. Please state your billing schedule tied to deliverables.

**Amendments**

The Purchasing Department reserves the right to amend, alter, or cancel the bid at any time prior to the deadline for submissions of bids. If such action is necessary, all potential bidders who have received or requested a copy of the bid will be notified of the changes to be made in writing and whether the bid opening date will be extended.

**Debriefing**

Any Vendor may request a debriefing within one (1) week after receiving notification of award, to discuss the Selection Committee's evaluation of its bid proposal. Request for debriefing shall be made in writing to the Purchasing Manager. Debriefing shall not include discussions of any competing bids.

**Certification of Tax Status**

Pursuant to Massachusetts General Law, Chapter 62C, Section 49 A, the bidder certifies under penalties of perjury that to the best of the bidder's knowledge and belief, they have filed all state tax returns and paid all state taxes required by law.

**Certification of Non-Collusion**

Pursuant to Massachusetts General Law, Chapter 7, Section 22 (20), the bidder certifies under penalties of perjury that their bid is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

**Compliance with Laws and Regulations**

In accordance with the terms and conditions of this RFP, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services and products shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
**Massachusetts Public Record Law**

All bids and related documents submitted in response to this RFP are subject to the Massachusetts Public Records Law, Massachusetts General Law Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the bid response that are inconsistent with those statutes will be disregarded. Any additional questions regarding the Public Records Law should be directed to the Public Records Division at: (617) 727-2832 during regular business hours. You may also access various Public Records Division publications through the Internet at: [www.sec.state.ma.us/pre](http://www.sec.state.ma.us/pre).

**Equal Opportunity/Affirmative Action**

The University of Massachusetts Lowell is an Equal Opportunity/Affirmative Action, Title IX, H/V, ADA 1990 Employer and Executive Order 11246, Title 41, Part 60 of the CFR Sections 741.4, 250.4, 1.40, and 1.4 are hereby incorporated.

**Nondiscrimination in Employment and Affirmative Action**

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.

**Vendor Not Employee of UMass Lowell**

The Vendor, or his employees or agents performing under the agreement, are not to be deemed to be employees of UMass Lowell nor to be agents of UMass Lowell in any manner whatsoever. The Vendor will not hold himself out as, nor claim to be, an officer or employee of UMass Lowell and will not make any claim, demand, or application to or for right or privilege applicable to an officer or employee of UMass Lowell, including, but not limited to, workmen's compensation coverage, unemployment insurance benefits, social security benefits, or retirement membership or credit.
Proposers are required to sign this form and submit it with their bid proposal.

To the University of Massachusetts Lowell, the undersigned proposes to provide services for the University of Massachusetts Lowell in accordance with the terms specified below and the terms of this request: CL17-GN-0068

The undersigned also hereby declares that it is the only person or persons interested in this proposal, that the proposal is made without any connection with other persons making any bid for the same work; that no person or persons directly or indirectly interested in this proposal, or in any contract which may be made under it, is expecting profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the specifications prepared for this case and herein mentioned. The undersigned declares that, in regard to the conditions affecting the work to be done, this proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Commonwealth of Massachusetts.

The proposed contract compensation/fees are: ______________________________

Company/Firm Name of Bidder: ______________________________

Name of Signatory (Person signing below): ______________________________

Contact Name: ______________________________

Contact Telephone Number: ______________________________

Contact Business Address: ______________________________

Contact City and State: ______________________________

Contact Email Address: ______________________________

Authorized Signature: ______________________________

Printed Name and Title: ______________________________

Date of Offer: ______________________________

Duration of Offer (minimum 90 Days) ______________________________
ATTACHMENT B

Company information and signature required

Company Name: ____________________________________________
Company Address: ____________________________________________

Tel. # _____________________________ Fax # _____________________________

Are you
() Woman Owned Business
() Minority Owned Business
() Individual/Sole Proprietorship
() Partnership
() Government
() Non-profit Organization
() Corporation
() Disadvantaged Business
() Other (specify) ____________________________________________

- 

Tax I.D./ FEIN # ____-____-____ or S.S.N.# (if individual) ____-____-____.

Signature of owner or authorized officer*: ____________________________________________

Please print name: ____________________________________________
Title: ____________________________________________
Date submitted: ___/___/___

*must be signed in ink
ATTACHMENT C

Certification of Non Collusion

The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

________________________________________
Authorized Signature*

________________________________________
Printed Name of person signing bid or proposal*)

________________________________________
(Name of business)
CERTIFICATE OF COMPLIANCE WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION CONTRIBUTION

Pursuant to M.G.L. Chapter 62C, S 49A, and MGL Ch.151A, Section 19A, I ____________________________________, authorized signatory for Name & Title ________________________________________________________________ whose principal place of business is located at ________________________________________________________________ do hereby certify under penalties of perjury that the above business has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is ____________________________.

Signed under the penalties of perjury this ________ day of ______________,  
VENDOR BIDDER CHECK LIST

AS A QUALIFIED BIDDER, HAVE YOU INCLUDED:

___ Completed Proposal
___ Proposal Offer (Attachment A)
___ Company information and signature page (Attachment B)
___ Certificate of Non-Collusion (Attachment C)
___ Affidavit of State Tax Compliance (Attachment D)
___ W-9 (Attachment F)

Bid Material must be received No Later than 2:00 PM(EST), Thursday, May 25, 2017. Bids received after this date and time will not be considered, and will be placed, unopened, in the bid file.
UNIVERSITY OF MASSACHUSETTS
CONTRACT FOR SERVICES
TERMS AND CONDITIONS

This agreement is made, entered into, and effective on __________________ by and between the University of Massachusetts, Lowell (Campus), (hereinafter called “University”), an agency of the Commonwealth of Massachusetts and _______________________________,
(Contractor’s legal name and address)
(hereinafter called the “Contractor” and collectively the “Parties”).

This agreement (the “Contract”) is comprised of the following documents, listed in the order of precedence: (1) this Contract for Services Terms and Conditions; (2) any Contract Amendments, as identified in Section 2, below; and (3) any attached Scope of Services as identified in Section 1, below, including any addenda thereto. The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

1. Scope of Services. The Contractor agrees to perform the following services:

_____________________________________________________________________________________________________
_____________________________________________________________________________________________________
_____________________________________________________________________________________________________

or if applicable, those services described in the Attachment[s] attached hereto. Any Attachment attached hereto is made a part of this Contract and must be specifically labeled (e.g. “Attachment A, Scope of Services, consisting of ‘n’ pages”). Only the Scope of Services specifically referenced in this Contract and signed by the Parties’ authorized representatives shall apply.

2. Contract Amendments. The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

_________________________________________________________________________________________________.
All amendments attached hereto must be specifically labeled (e.g. “Attachment B, Amendment No. 1, consisting of ‘n’ pages”).

3. Dates of Performance: From: ______________________ To: ______________________.

________________________ (Start Date) (Completion Date)

4. Responsible University Official: The University Official exercising managerial and budgetary control for this Contract shall be:

_____________________________________________________________________________________________________
(Name and Title)

5. Payment:
A. The University shall compensate the Contractor for the services rendered at the rate of $___________________ per _____________________ (e.g., hour, week, semester, project, etc.).
B. In no event shall the Contractor be reimbursed for time other than that actually spent providing the described service(s).
C. Payment will be made upon submittal and approval of the Contractor’s Invoice(s) that is (are) received Monthly _____, Quarterly _____, Other _____ (specify) _____________________________.
D. Reimbursement for Travel and Other Contractor Expenses:
   N/A All travel and meals are part of this Contract. No reimbursement will be made.
   N/A Contractor will be reimbursed for pre-approved travel in an amount not to exceed $________________________.
       Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
   N/A Contractor will be reimbursed for OTHER expenses in an amount not to exceed $________________________.
       OTHER Expenses shall be limited to: _____________________________.
       Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
E. The total of all payments made against this Contract shall not exceed $___________________________.

F. The University’s payment terms are net thirty (30) days from the date of receipt of Contractor’s invoice, with late penalty interest assessable at rates established by the Commonwealth after 45 days in accordance with Mass. Gen. Laws ch 29 § 29C and with Commonwealth regulation 815 C.M.R. 4.00.

6. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass. Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. Conflict of Interest. Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

8. Compliance With Laws. Contractor agrees to comply with all applicable local, state, and federal laws, regulations and ordinances in the performance of its obligations under this Contract.

9. Independent Contractor Status. The Contractor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by the Contractor.

10. Contractor’s Qualifications and Performance. In accordance with the terms and conditions of this Contract, the Contractor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, the Contractor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

11. Termination:

A. Without Cause. This Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice.

B. With Cause. If Contractor breaches any material term or condition stated herein or fails to perform or fulfill any material obligation required by this Contract, the University may terminate this Contract by giving written notice to the Contractor stating the circumstances of the breach at least seven (7) calendar days before the effective date of termination stated in the notice. Notwithstanding the foregoing, the notice of termination provided by the University may state a period during which the alleged breach may be cured by the Contractor, which cure shall be subject to approval by the University. In the event of a breach by Contractor, Contractor may be subject to any and all applicable contract rights and remedies available to the University. Applicable statutory or regulatory penalties may also be imposed.

12. Obligations in Event of Termination:

A. Upon termination of this Contract, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the University.

B. Upon termination of this Contract without cause, the University shall promptly pay the Contractor for all services performed to the effective date of termination, subject to offset of sums due the Contractor against sums owed by the Contractor to the University, and provided Contractor is not in default of this Contract and Contractor submits to the University a properly completed invoice, with supporting documentation covering such services, no later than thirty (30) calendar days after the effective date of termination.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified
14. **Political Activity Prohibited.** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. **Title, Ownership.** Unless provided otherwise by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with University funds shall vest with the University at the termination of the Contract. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

16. **Confidentiality/Privacy.** The Contractor shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.” Contractor shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Contractor in the performance of services irrespective of the medium in which it is held. The Contractor agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality and privacy. In addition, in the performance of this Contract, the Contractor may acquire or have access to “personal data” and become a “holder” of such personal data (as defined in Mass. Gen. Laws ch. 66A) or personal information (as defined in Mass.Gen.Laws ch. 93H). Personal data and personal information shall be deemed to be “Personal Information.”

17. **Assignment and Delegation.** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the University, nor shall the Contractor subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.

18. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. The Contractor agrees to comply with all applicable Federal and State employment statutes, rules and regulations.

19. **Severability.** If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Choice of Law.** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

21. **Forum Selection.** The Parties agree to bring any action arising out of or relating to this Contract or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Contractor expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the Commonwealth or the University arising out of or relating to this Contract or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.

22. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Indemnification of University.** The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys’ and experts’ fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting therefrom and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

24. **Risk of Loss.** The Contractor shall bear the risk of loss of any Contractor materials used for a Contract and for all deliverables and work in process.

25. **Tax Exempt Status.** The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Contract, the University shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

26. **Waivers.** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

27. **Amendments.** This Contract may be amended only by written agreement of the Parties, executed by the Parties’ authorized representatives and in compliance with all other regulations and requirements of law.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

   **To the University:**

   

   **To the Contractor:**

   

   


Employees of the University shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized University official.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

UNIVERSITY OF MASSACHUSETTS
_________________________________(Campus)

Sig: _____________________________________
Name: ___________________________________
Title: ________________________________

(Authorized University Official)

Sig: _____________________________________
Name: ___________________________________
Title: ________________________________

Sig: _____________________________________
Name: ___________________________________
Title: ________________________________

CONTRACTOR
_________________________________(Name)

Sig: _____________________________________
Name: ___________________________________
Title: ________________________________

Sig: _____________________________________
Name: ___________________________________
Title: ________________________________

Sig: _____________________________________
Name: ___________________________________
Title: ________________________________